

**Wireless Originated 8XX Jointly Provided Switched Access ("JPSA") Amendment
Number 8
to the Interconnection Agreement between
Qwest Corporation and
TCG Omaha
for the State of Nebraska**

This is an Amendment ("Amendment") for Wireless Originated 8XX JPSA traffic to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG Omaha ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions to accommodate CLEC's request described below. Such additional terms and conditions are set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Sections identified in Attachment 1 have been modified, replaced entirely or are new additions to the Agreement. The Parties agree that New Cingular Wireless Services, Inc. ("AT&T Wireless") wants to route unqueried 8XX traffic to CLEC for the 8XX database dip, and to route the queried traffic to IXCs served by Qwest as Jointly Provided Switched Access (JPSA) traffic via CLEC's LIS trunks. AT&T Wireless Agreements with Qwest will be amended as well to reflect the obligations that AT&T Wireless agrees for this traffic.

If in the future, TCG wishes to provide the same 8YY query service to another wireless provider, then 1) TCG agrees that it will notify Qwest in writing thirty (30) Days in advance of the specific wireless provider and the date the query service is to begin, 2) a modification to this amendment will be required to add the additional wireless carrier under the same terms and conditions herein.

Effective Date

This Amendment is subject to approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate such implementation, CLEC must provide Qwest with a list of all NPA/NXXs and CLLIs associated with AT&T Wireless switches which will be implementing this solution, CLLIs associated with CLEC's switches which will be implementing this solution plus any additional information reasonably required by Qwest to make the internal system updates necessary to implement this

solution. As new NPA/NXXs or switches are added by CLEC, Qwest must be notified of such change in advance of the traffic exchange, so that its internal systems may be updated. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met, however all billing system updates will need to be completed by Qwest prior to turn up of LIS trunks ordered by CLEC to augment their existing networks or use by CLEC of LIS trunks for this traffic. Qwest shall complete all such billing system updates within a reasonable time.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

TCG Omaha

Signature

Bill C. Peacock
Name Printed/Typed

Director – Interconnection Agreements
Title

Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

Date

ATTACHMENT 1

Wireless Originated 8XX JPSA Amendment

DEFINITIONS

"AT&T Wireless" means New Cingular Wireless Services, Inc.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more LECs (including a LEC and WSP) receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or WSP) receiving an appropriate share of the revenues from the IXC as defined by their effective switched Access Tariffs or other contractual arrangements.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the billing of an Access Service provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), contains recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a CLEC).

"Switched Access Service Traffic," is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

INTERCONNECTION

7.2.1.2.3 Jointly Provided Switched Access Traffic as defined in this Agreement. Jointly Provided Switched Access traffic is associated with Meet-Point Billing. The Parties will use industry standards developed and routed based on the LERG to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). This type of traffic is discussed separately in this Section.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.5 Qwest, with CLEC's support will take the approach as outlined in Section 7.5.7 to national committees to determine if documents and processes require updating to specifically address this approach. Both CLEC and Qwest agree to amend the agreement to reflect any new industry standards.

7.5.6 Qwest and CLEC agree that the originating, intermediate, and terminating LECs for switched access will cooperatively determine the Jointly Provided Switched Access arrangements that all parties concur in.

7.5.7 CLEC acknowledges AT&T Wireless will be set up with Qwest as a "Meet Point Billing" carrier, which means that billing to IXC's for this traffic is based on Qwest FCC Access Tariff No. 1, section 2.4.7.

7.5.7.1 Qwest will use a "proposed Billed Percentage ("BP")" in its billing tables further outlined below. JPSA routes will be established in Qwest's tables as follows:

7.5.7.1.1 For traffic that terminates to AT&T Wireless via the Type 2 trunks they have with Qwest, the proposed BP will be 100% Qwest and the route will show only Qwest and AT&T Wireless.

7.5.7.1.2 For 8XX traffic originated by AT&T Wireless, sent to CLEC then to Qwest via the LIS facilities in place between CLEC and Qwest, the proposed BP will equal the current BP between Qwest and CLEC (generally 0% Qwest, 100% CLEC), and the route will show only two parties – AT&T Wireless and Qwest. If it is determined later that these routes will be filed in NECA, this route would then include CLEC as an intermediate carrier although the Qwest BP would be unchanged but the parties agree that CLEC would be 100%.

7.5.8 Exchange Message Interface (EMI) Category 11 JPSA records will be provided to Qwest by CLEC for any AT&T Wireless JPSA traffic exchanged from AT&T Wireless' NPA NXXs to Qwest via CLEC LIS trunks for delivery to IXC's to insure such traffic is treated appropriately in Qwest's access billing systems, unless otherwise negotiated by the Parties.

7.5.9 Qwest will also provide a one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXC's subtending any Access Tandem Switches to which CLEC directly connects.

7.5.10 Qwest agrees to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXC's. Qwest will not fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and BPs in the NECA 4 Tariff.

7.5.11 Qwest and CLEC will each render a separate bill to the IXC, using the Multiple Bill, Single Tariff option. Qwest and CLEC will prepare and render the MP bill in accordance with its own Tariff or contract for the portion of the service it provides.

The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state Access Tariffs or other contractual arrangements.

Qwest's mileage to be used to determine its Switched Transport charge is calculated as set forth in Qwest's FCC Tariff Number 1, Section 6.7.11